

US District Court - Delaware  
In Re Federal Mogul - Chapter 11

June 1, 2005  
William Hanlon, Esquire

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1 a stand-alone basis?

2 MR. FRIEDMAN: Object to form.

3 MR. WYNER: And don't reveal  
4 any privileged communications.

5 A I don't know that I came to any  
6 views that were not informed by confidential  
7 communications.

8 So, I think I did come to have  
9 some views; but I believe that those views are  
10 privileged, because they're based on  
11 confidential communications.

12 Q Okay. Did you come to have any  
13 views -- actually, let me do it this way -- see  
14 if I can not invade the privilege here. This is  
15 a yes or no question.

16 Did you come to have any views  
17 about whether the fact that the CCR claims  
18 handlers could negotiate the resolution of cases  
19 against 20 defendants gave the CCR advantages in  
20 negotiating settlements?

21 MR. FRIEDMAN: Object to form.

22 THE WITNESS: Would you read  
23 that back, please.

24 (Whereupon, at this time the  
25 referred-to question was read by the

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1 reporter.)

2 MR. FINCH: Let me strike that  
3 question and ask a new one.

4 BY MR. FINCH:

5 Q This is a yes or no question.

6 Did you come to a view, one  
7 way or the other, whether the CCR membership  
8 conferred any advantages in claims  
9 negotiation --

10 A Excuse me. Do you mean, the CCR  
11 membership conferred?

12 Q No.

13 The question is: Did you come  
14 to a view, one way or another, whether being in  
15 the CCR gave its members any advantages in  
16 negotiating the resolution of asbestos claims  
17 with asbestos personal injury plaintiffs?

18 MR. FRIEDMAN: Object to form.

19 A Yes.

20 Q Okay. Do you have any views on that  
21 subject which would not be based solely upon  
22 privileged communications?

23 A Yes.

24 Q Okay.

25 MR. WYNER: I'm not going to

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1 accept the follow-up.

2 If his view is based in part  
3 on privileged communications, it's  
4 privileged.

5 If he has views that are not  
6 based on privileged communications, then I  
7 think they're not privileged.

8 Q Okay. Did you ever have any  
9 discussions with persons -- who are not CCR  
10 members, who are not in an attorney-client  
11 relationship with your law firm -- about the  
12 advantages that being in the CCR conferred upon  
13 CCR members in negotiating the resolution of  
14 asbestos personal injury claims with plaintiffs?

15 MR. FRIEDMAN: ...that  
16 wouldn't also be covered by work product  
17 privilege? to the extent that the CCR  
18 would assert that privilege.

19 MR. WYNER: Don't worry.

20 A I don't recall.

21 I may have. I don't recall.

22 Q Have you ever had any conversations  
23 with people at a conference, like a Mealey's  
24 conference, about the benefits of CCR membership  
25 on claims negotiation?

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1           A    I don't recall any such discussions.

2           Q    Did you ever have any discussions  
3           with any plaintiff lawyers on -- either up until  
4           2001 or since then -- about what, if any,  
5           advantages that CCR gave to its members in  
6           negotiating settlements?

7           A    I don't know that I recall any  
8           discussions about the benefits that the  
9           membership obtained on the Center in that sense.

10                   But certainly, the Center  
11           would always try and get the benefit of the fact  
12           that it was settling on behalf of a large number  
13           of companies at one time, and that there would  
14           be volume involved -- in terms of what was being  
15           resolved.

16                   So it would always use that  
17           fact as a way to try and negotiate what people  
18           would refer to as a "volume discount."

19                   And -- you know, the bigger  
20           the dollars, the more willing people are  
21           prepared to compromise.

22                   So in terms of an attempt to  
23           negotiate, that was certainly something that was  
24           often on the table and discussed with  
25           plaintiffs' lawyers.

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1 Q So the "volume discount" was  
2 something that was often discussed with  
3 plaintiffs' lawyers in the settlement  
4 negotiations?

5 A It was discussed, yes.  
6 It was an argument that was  
7 made: "You should give us a discount,  
8 because..."

9 Q And -- "You should give us a  
10 discount, because you're able to settle with 20  
11 defendants at once instead of retail, one by  
12 one"?

13 A Perhaps.

14 Q And do you think that that lowered  
15 the price of the settlements?

16 MR. WYNER: If you have your  
17 own opinion that's not based on  
18 attorney-client privilege.

19 A I don't know that I can answer that  
20 without invading that privilege.

21 Q Okay. But the "volume discount"  
22 phenomenon was something that was certainly  
23 discussed with plaintiffs' lawyers?

24 A Yes.

25 MR. FINCH: I'm almost done.

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1 If you give me five minutes, I  
2 can probably shorten up.

3 THE WITNESS: Okay.  
4 (Whereupon, Hanlon Deposition  
5 Exhibits Nos. 5 and 6 were marked for  
6 identification.)

7 BY MR. FINCH:

8 Q Mr. Hanlon, there should be two  
9 documents -- Mr. Hanlon, there should be  
10 Exhibits 5 and 6 in front of you?

11 A Yes, there are.

12 Q Can you identify Exhibit 5 for me,  
13 please.

14 A Exhibit 5 appears to be a copy of a  
15 settlement agreement between the CCR and Perry  
16 Weitz, of the law firm of Weitz & Luxenberg,  
17 with a date of September 25, 1998.

18 Q Do you know if this was a Strategic  
19 Settlement Program agreement or an earlier group  
20 settlement agreement?

21 A It was an earlier group settlement  
22 agreement.

23 Q Okay. Put that one aside.  
24 What is Hanlon Deposition  
25 Exhibit 6?

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1           A    This appears to be what it states --  
2           a "Processing & Verification Procedures Manual"  
3           from the CCR, dated July 1993.

4           Q    Could you turn to page -122 of this  
5           document?

6           A    On whose number?

7           Q    Your Bates number, "CCRFM000122."

8           A    Yes.

9           Q    Actually, before I ask that...

10                   What was the purpose of this  
11           "Processing & Verification Procedures Manual"?

12           A    I don't know.

13                   I can speculate, as well as  
14           you can, that it is what it says it was -- that  
15           it was a procedures manual used at the CCR for  
16           the purpose of processing and verifying claims.

17                   But I'm not familiar with the  
18           document.

19           Q    Okay. Maybe you might be familiar  
20           with -- I don't think he asked this:

21                   I take it you don't know, one  
22           way or the other, from personal knowledge  
23           whether or not the claims analysts followed the  
24           procedures in this manual for purposes of  
25           entering information into CCR's record keeping

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1 databases; but did you suspect that they  
2 probably did?

3 A I haven't even reviewed this to see  
4 whether it applies to data processors as opposed  
5 to claims analysts.

6 I'm confident that the CCR had  
7 certain procedures in place for both of those  
8 areas, and that the claims analysts followed the  
9 procedures they were supposed to comply with and  
10 the data input people followed the procedures  
11 they were supposed to comply with.

12 I'm just not familiar with  
13 what this document is.

14 Q Okay. So to the extent I want to  
15 know what -- whether these -- what these  
16 procedures are, whether they were followed,  
17 you're not the person to talk to; correct?

18 A I don't know what you mean by "these  
19 procedures" -- but, yeah, I suppose that's  
20 correct.

21 I mean, there are obviously  
22 things in here that look familiar to me, even  
23 though I haven't seen this document.

24 Q Okay.

25 A I mean -- I shouldn't say

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1 "obviously."

2 There are things in here that  
3 look familiar to me, even though I'm not  
4 familiar with this document.

5 So, I'm not saying I don't  
6 have any information about things that are  
7 addressed in this document. I'm just saying,  
8 I'm not familiar with the document itself -- if  
9 that helps.

10 Q Turn to page -122.

11 A Yes.

12 Q Do you have an understanding of what  
13 the "Dynamic Categories" are that are referenced  
14 on this page?

15 A I do.

16 Q What is that?

17 A These are the categories that were  
18 tracked by the CCR pursuant to the terms of the  
19 Attachment A that I described earlier.

20 And basically, these are  
21 categories that were tracked for share  
22 purposes -- because in the four traditional  
23 occupational categories, I mentioned both the  
24 occupational categories that were then grouped  
25 into four occupation groupings.

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1                   And the occupational  
2       categories you see at the top of this page, from  
3       "SHIPYARD" down to "Railroad," are the  
4       occupational categories that were grouped into  
5       the four occupational groupings of "Shipyard,"  
6       "Insulator," "Construction," "All Other," for  
7       purposes of allocating shares in those  
8       categories.

9                   The "Special Claim Categories"  
10       that's listed at the bottom of the page reflect  
11       the special claim categories that had been  
12       created pursuant to share recommendations  
13       approved by the membership through this point in  
14       time, July 1993.

15                  And they represented  
16       categories that had separate sharing  
17       arrangements for claims falling into categories  
18       defined as "Rubber," "Steel," etc.

19                  And for the most part, these  
20       were -- I mean "Rubber" and "Steel" were created  
21       as special claim categories by the original  
22       producer agreement.

23                  But oil fieldworker claims,  
24       claims out of the Conwed Plant in Minnesota,  
25       certain Canadian claims, Knox Glass Plant

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1 claims, Dental claims, Sparrows Point Steel  
2 claims, Virginia Shipyard claims, Union Carbide  
3 Singleton claims and LaClede Steel claims were  
4 claims that were -- that otherwise would have  
5 fallen into one of the four occupation groupings  
6 or into "Rubber" or "Steel" -- but instead,  
7 subject to the share adjustments, were pulled  
8 out and treated as separate categories of claims  
9 with separate sharing arrangements.

10 Q Okay. On the next page, there is  
11 something entitled "LISTING OF JOBSITE & DYNAMIC  
12 CATEGORIES."

13 Do you have an understanding  
14 as to what this refers to and why the CCR --

15 Let me ask it in two  
16 questions.

17 Do you have any understanding  
18 of what this refers to?

19 A I did once, and I have some  
20 recollection of it; but it's subject to the  
21 vagaries of time.

22 But basically, for processing  
23 purposes, the Center staff, subject to our  
24 overall supervision created a classification  
25 category that took job site information and

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1 basically upstreamed that into dynamic category  
2 information.

3 So for share-allocation  
4 purposes, they would identify all of the  
5 possible job sites that the Center had  
6 experience with and determine, as a general  
7 matter, what -- other things being equal,  
8 without additional information or something that  
9 would trump the process that would otherwise  
10 apply, this was the default process that would  
11 work a bank job site worker into the other  
12 category or an automobile industry worker into  
13 the manufacturing category for the purpose of  
14 classifying claims for share category purposes.

15 Q And then, would this information,  
16 this dynamic category and the job site  
17 classification, be used -- I notice  
18 "Classifacation" is misspelled --

19 But leaving that aside, would  
20 this job site classification and dynamic  
21 category information be used later on in the  
22 share-allocation process in some way?

23 A Well, I don't know about "later on."  
24 It was used day to day.

25 If a dry-cleaner worker had a

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1 claim and it was settled, and the claim was  
2 input so that the job site was "Dry Cleaner,"  
3 then under this logic tree, the dynamic category  
4 for the dry cleaner would be "Other."

5 And under the occupational  
6 grouping in the producer agreement, the "Other"  
7 would fall into the "All Other" occupational  
8 grouping.

9 So, that claim would be billed  
10 out under that category, using the shares for  
11 that category.

12 And that would, you know,  
13 obviously result in a different sharing  
14 arrangement than if the worker had worked at the  
15 naval supply center -- in which case his claim  
16 would have been put into the dynamic category of  
17 "Shipyard," which would have led to it falling  
18 into the occupational grouping of "Shipyard,"  
19 which had an entirely different set of shares.

20 Q Turning your attention to pages -169  
21 through -173 of Hanlon Deposition Exhibit 6...

22 A Yes.

23 Q Why don't you take a moment to  
24 review those five pages, and I'll have some  
25 questions for you about them.

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1 (Witness perusing.)

2 A Okay.

3 Q Based on your --

4 First of all, have you ever  
5 seen pages -169 through -173 before today?

6 A I don't believe so.

7 Q Based on your general knowledge of  
8 how the CCR claims processing staff operated, do  
9 the steps set forth on page -169, as described  
10 in more detail on the next four pages,  
11 accurately describe how a claims analyst would  
12 go about verifying the information submitted by  
13 the plaintiffs for purposes of settlement of  
14 asbestos personal injury claims?

15 A They are consistent with the  
16 understanding of the process that I had.

17 MR. FINCH: That's all the  
18 questions that I have.

19 I pass the witness.

20 MR. FRIEDMAN: Does anybody  
21 else have questions for Mr. Hanlon?

22 (No response.)

23 MR. FRIEDMAN: I have a few.

24 FURTHER EXAMINATION BY COUNSEL FOR THE OFFICIAL  
25 COMMITTEE OF THE ASBESTOS PROPERTY DAMAGE

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1 CLAIMANTS:

2 BY MR. FRIEDMAN:

3 Q On page -170 of the exhibit you were  
4 just shown, it lays out some medical  
5 verification criteria.

6 Do you know, did CCR consult  
7 with physicians or retain physicians to review  
8 medical evidence that was submitted by  
9 plaintiffs' counsel?

10 A I don't know.

11 Q Okay. Do you know, did the CCR ever  
12 have a chief medical officer or some other  
13 physician that it had hired -- that it  
14 retained -- to audit evidence submitted by  
15 plaintiffs' attorneys in support of plaintiffs'  
16 claims?

17 A I don't believe the Center ever had  
18 a "chief medical officer," no.

19 Q Do you know, did it ever retain a  
20 physician or a group of physicians to audit  
21 documents submitted -- x-rays or PFTs submitted  
22 to it by plaintiffs' counsel?

23 A I don't know.

24 MR. FINCH: Object to form.

25 Q I think, before, we were --

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1 Plaintiffs' Exhibit -- I'm sorry -- Hanlon  
2 Exhibit 2, which is an agreement regarding --  
3 I'm sorry, Document 3 -- I apologize -- which is  
4 "CCR Settlement Agreement - Future Plaintiffs."

5 A Yes.

6 Q At the bottom of what is listed as  
7 "CCRFM000392" and at the top of -393, it says:  
8 "The CCR shall not be obliged,  
9 for purposes of this Agreement, to accept  
10 diagnostic reports or x-ray readings from any of  
11 the following physicians..."

12 And it lists three physicians:  
13 Larry Mitchell, Dr. Ray Harron, and Dr. Kuebler  
14 -- Dr. Richard Kuebler.

15 Sir, is it your understanding  
16 that, under this agreement, for future claims,  
17 the CCR did not need to accept claims for  
18 payment that were supported by medical evidence  
19 submitted by those physicians; is that correct?

20 A That appears to be what it said.

21 MR. FRIEDMAN: Okay. I'd just  
22 like to show you what I've marked as  
23 Hanlon Exhibit -- are we up to 8? -- 8 --

24 MR. FINCH: We're up to 7.

25 MR. WYNER: 7.

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1 MR. FRIEDMAN: We're up to 7?

2 Okay; 7.

3 (Whereupon, Hanlon Deposition  
4 Exhibit No. 7 was marked for  
5 identification.)

6 BY MR. FRIEDMAN:

7 Q Sir, this appears to be a CCR  
8 settlement agreement for present claims, signed  
9 with the same law firm that the future claims  
10 agreement that we were just looking to was  
11 signed with -- correct? -- "Harvit & Schwartz"?

12 A Is that a question?

13 Q I'm just -- is that your  
14 understanding of what this document would be --  
15 or what the document is?

16 A It appears to be -- I don't know if  
17 I have an understanding, though -- it seems to  
18 be with the same law firm.

19 Q If you look on page -375 -- Bates  
20 number -- under 6 -- it says, the last sentence:

21 "The CCR shall not be obliged,  
22 for purposes of this Agreement, to accept  
23 diagnostic reports or x-ray readings from either  
24 of the following physicians: Dr. Larry Mitchell  
25 or Dr. Richard S. Kuebler"?

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1 A Yes.

2 Q Do you know why Dr. Harron would  
3 have been excluded from submitting evidence for  
4 present claims -- I'm sorry -- for future  
5 claims, but not for present claims?

6 A No.

7 Q On the issue of data that was used  
8 in considering for potential for reallocation of  
9 liability shares --

10 A I don't know what that means,  
11 potential reallocation of liability shares.

12 Q On the issue of the data that was  
13 used to consider whether or not reallocation of  
14 liability shares was appropriate --

15 A Are you talking about adjustment of  
16 shares?

17 Q Adjustment of liability shares,  
18 yes -- adjustment of liability shares.  
19 -- do you know what the lag  
20 time between the receipt of data was and its use  
21 in considering whether or not an adjustment was  
22 appropriate?

23 A It varied.

24 We had the ability to make  
25 recommendations for share adjustments on very

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1 short notice.

2 And indeed, the procedures  
3 allow for the creation of special claim  
4 categories, under which the interim share --  
5 sharing formula that would apply to those  
6 special claim categories for an interim period  
7 would itself be subject to retroactive  
8 adjustment back to the date the special claim  
9 category was established.

10 And what would often happen  
11 would be: If a new group of claims was  
12 identified for which there was a sufficient  
13 reason to believe that the existing shares might  
14 not fairly reflect relative liability for those  
15 claims because they were different than the  
16 historical claims, we could make a  
17 recommendation.

18 The producers could approve a  
19 special claim category which, for some period,  
20 would have the same shares it would otherwise  
21 have.

22 But as information was  
23 obtained about those claims, we would review  
24 that information, make judgments about it, make  
25 a recommendation for a retroactive adjustment of

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1 the shares for those claims that would be  
2 retroactive back to the date the claim category  
3 was established.

4 Q Okay.

5 A So in some -- I guess what I'm  
6 trying to say is:

7 In some cases we could make  
8 adjustments without any information, simply  
9 based on the prospect that we would be getting  
10 additional meaningful, relevant information that  
11 would potentially justify a different sharing  
12 arrangement than would otherwise apply.

13 Q Okay. And in addition to those  
14 instances, were you able -- was the CCR able to  
15 use the data it retained -- obtained -- in close  
16 to realtime, in order to determine whether --  
17 whether the allocation levels were reflecting  
18 the data that was received?

19 MR. FINCH: Could I hear that  
20 back, please.

21 COURT REPORTER: I need you to  
22 repeat the last part of that, "...in  
23 realtime, whether the..."

24 MR. FRIEDMAN: -- whether the  
25 staff and -- or whether the special

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1 counsel was able to use data in close to  
2 realtime or realtime -- I'll strike the  
3 question, I guess.

4 Could you read back  
5 Mr. Hanlon's answer to the previous  
6 question. I might need to ask the  
7 question again.

8 (Whereupon, at this time the  
9 referred-to answer was read by the  
10 reporter.)

11 MR. FRIEDMAN: Could you then  
12 go back to the question I asked.

13 (Whereupon, at this time the  
14 referred-to question was read by the  
15 reporter.)

16 MR. FINCH: Object to form  
17 about the realtime.

18 MR. FRIEDMAN: All right.

19 (Counsel confer.)

20 BY MR. FRIEDMAN:

21 Q Mr. Hanlon, on Hanlon Exhibit 2 -- I  
22 had asked you earlier some questions about  
23 negotiations that might occur between a  
24 plaintiffs' firm and a member of CCR, who had  
25 departed the CCR, on value of future claims.

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1           A    I don't mean to be technical, but I  
2    think you asked me about the provision --

3           Q    The provision, yes.

4           A    -- not about negotiations.

5           Q    Okay. And I understood you to  
6    answer to Mr. Finch that your understanding of  
7    that provision was that no -- that it did not  
8    bind either a plaintiff firm or a specific  
9    member -- former member of CCR to a particular  
10   dollar value for future claims.

11                   Is that a correct -- am I  
12   correct in my understanding?

13          A    Yeah.

14          Q    Okay. Did that provision  
15   essentially require negotiation about  
16   compensation levels, which would have reflected  
17   a member -- a former member's share of liability  
18   in the CCR?

19                   MR. FINCH: Objection; lack of  
20   foundation. It calls for speculation.

21                   THE WITNESS: Could you repeat  
22   the question.

23                   (Whereupon, at this time the  
24   referred-to question was read by the  
25   reporter.)

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US District Court - Delaware  
In Re Federal Mogul - Chapter 11

June 1, 2005  
William Hanlon, Esquire

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1 THE WITNESS: Well, you have  
2 to be careful about your terms.

3 It would not have reflected a  
4 negotiation about what any member's actual  
5 share was in the CCR. That would have  
6 been -- it would not necessarily have  
7 reflected that.

8 The negotiation would be --  
9 that was contemplated by that provision  
10 was: If a particular member leaves, what  
11 should the fair number be for the  
12 remaining members?

13 Recognizing that one of the  
14 members on whose behalf you had reached  
15 the settlement number has left and has not  
16 gained the benefit or relief -- you should  
17 pay less.

18 The Center and the plaintiffs'  
19 counsel are likely to have different views  
20 as to how much of the total liability  
21 should be attributed to the departing  
22 member.

23 One factor could be the  
24 Center's view as to what that member's  
25 fair share was; but the plaintiff might

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1 have a very different view as to what that  
2 member's fair share was.

3 It also might have the view  
4 that even though that might have been the  
5 fair share -- if that member was in  
6 bankruptcy, that it doesn't change what  
7 the total should be for the claimant,  
8 since the claimant is not likely to get  
9 anything from the bankrupt.

10 So, there were a whole host of  
11 factors that would be the subject of that  
12 negotiation.

13 And I just -- you know, the  
14 share issue is one that the CCR and the  
15 plaintiff would have likely had different  
16 views on and different slants on.

17 BY MR. FRIEDMAN:

18 Q For former members of the CCR that  
19 were negotiating settlements under this -- under  
20 Provision -- I think -- 15 of this particular  
21 agreement, was it your understanding or was it  
22 contemplated that that would also reflect what  
23 that member's, you know, contribution to the  
24 overall -- prior correction to overall CCR  
25 settlements had been -- would be the basis for

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1 those settlements, at least as reflected in  
2 this -- in that provision?

3 MR. FINCH: Objection to form,  
4 mischaracterizes testimony, asked and  
5 answered, lack of foundation, and  
6 speculation.

7 MR. FRIEDMAN: Anything else?

8 MR. FINCH: Nope.

9 MR. WYNER: Why don't you just  
10 object to form, and then we can move on.

11 MR. FRIEDMAN: This is my last  
12 question.

13 MR. WYNER: Okay.

14 THE WITNESS: Could I have the  
15 question?

16 (Whereupon, at this time the  
17 referred-to question was read by the  
18 reporter.)

19 THE WITNESS: If I understand  
20 your question correctly, my answer is that  
21 I'm unaware of any actual negotiations by  
22 any departing member.

23 BY MR. FRIEDMAN:

24 Q Okay.

25 A But my understanding as to what was

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1 contemplated was that, if a member departed,  
2 then that member would simply negotiate with the  
3 plaintiff what its fair liability costs should  
4 be for settlement of the claims, subject to the  
5 settlement.

6 That member was free to use  
7 the fact of its actual share, if it thought that  
8 was helpful in negotiating a better settlement  
9 than it could otherwise.

10 But the contemplation was not  
11 that its actual share in the Center would  
12 somehow be the basis for that negotiation.

13 It was a negotiation that  
14 would ultimately be over what that member's  
15 individual responsibility was for those claims,  
16 once it was out of the Center.

17 Q So the language in paragraph 15, for  
18 example, that says "...on compensation amounts  
19 for these medical categories that fairly reflect  
20 the increase or decrease in the membership of  
21 the CCR" is not a reference to -- to prior share  
22 in -- to that member's individual prior share in  
23 the CCR?

24 A I don't think that was what was  
25 contemplated by the CCR.

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1 But as I said, I'm sure a  
2 member would feel free to use that information  
3 if it thought it would be helpful to that  
4 member.

5 MR. FRIEDMAN: I have nothing  
6 further.

7 (Discussion off the record.)

8 MR. WYNER: One thing to be  
9 clear, that the witness reserves the right  
10 to review and sign the transcript -- does  
11 not waive that right.

12 MR. FRIEDMAN: Okay.

13 MR. FINCH: Okay. Before you  
14 close the record, I want to go off the  
15 record and have a discussion with these  
16 guys.

17 And then we may or may not go  
18 back on the record. But, let's go off the  
19 record now.

20 (Discussion off the record.)

21 MR. FRIEDMAN: Mr. Hanlon,  
22 would you state for the record what your  
23 address is.

24 THE WITNESS: 4824 Cumberland  
25 Avenue, Chevy Chase, Maryland.

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1 MR. FRIEDMAN: Thank you.  
2 THE WITNESS: You're welcome.  
3 MR. FINCH: And there has been  
4 some discussion off the record about the  
5 process which we will follow to attempt to  
6 preserve the confidentiality of these  
7 documents when they are used at the  
8 hearing itself. And there will be further  
9 discussions along that line.

10 That's it.  
11 (Time noted: 12:57 p.m.)

12 - - -

13

14

15

16

\_\_\_\_\_  
William R. Hanlon, Esquire

17

18

19 Subscribed and sworn to before me  
20 this \_\_\_\_ day of \_\_\_\_\_, 2005.

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CERTIFICATE OF NOTARY PUBLIC

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I, Susan Ashe, the officer before  
whom the foregoing deposition was taken, do  
hereby certify that the witness whose testimony  
appears in the foregoing deposition was duly  
sworn by me; that the testimony of said witness  
was taken by me in stenotype and thereafter  
reduced to typewriting under my direction; that  
said deposition is a true record of the  
testimony given by said witness; that I am  
neither counsel for, related to, nor employed by  
any of the parties of the action in which this  
deposition was taken; and further, that I am not  
a relative or employee of any attorney or  
counsel employed by the parties hereto, nor  
financially or otherwise interested in the  
outcome of the action.

Notary Public in and for the  
District of Columbia

My commission expires April 14, 2007.

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